

Richard Akers

BK0916PG0305

STATE MS. DE SOTO CO.

FILED

TO: THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

JUN 26 4 30 PM '97

FROM: MISSISSIPPI VALLEY GAS COMPANY

7977 Hwy 51 North

Southaven, MS. 38671

(Local Office Address)

(601) 393-7083

(Local Office Telephone Number)

BK 916 PG 305  
W.E. DAVIS CH. CLK.

The attached copy of a Sales Ticket and Security Agreement is filed in lieu of a UCC-1 Financing Statement. This is a "fixture filing" under MCA §75-9-4-2 and should be filed in the appropriate land records. The filing should be indexed as follows:

Lot _____	Lot <u>3051</u>	Section _____
Block _____	Subdivision _____	Township _____
	<u>S'Haven West</u>	Range _____
		Quarter Section _____

A full legal description of the real estate involved is:

( ) Attached Deed Book 215 Page 81

OR

(X) as follows:

Legal description of property where located

Lot 3051, Section 0, S'Haven West Subdivision, in Section 26, Township 1 South, Range 8 West, in the City of Southaven, DeSoto County, Mississippi, as shown by the plat appearing of record in Plat Book 5, Page 12-13 in the office of the Chancery Clerk of DeSoto County, Mississippi.

INSTALLMENT CONTRACT AND  
SECURITY AGREEMENT

215 81 Colonial Hills  
BK0916PG0306

CONTRACT NO.  
(COL 26-32)

A 21737



MISSISSIPPI VALLEY GAS COMPANY

P.O. Box 130  
ADDRESS: Southaven MS 38671  
CITY STATE COUNTY ZIP  
A: BUYERS NAME AKers, Richard  
STREET 1625 Manchester Cove  
Southaven MS 38671  
CITY STATE COUNTY ZIP

TO BE COMPLETED BY MVG

ACCOUNT NUMBER				DATE			
100.0022319 002 01 6				5 97			
TC	OP	CAD	TOWN	TYPE	CLASS		
45	1	25	100000	88	1		
SALESMAN Patrick Hyle				EMP NO 7029			
LOCAL CREDIT APPROVAL B. Wallace				DATE 5/2/97			
CREDIT APPROVAL CODE 1229710001				DATE 5/2/97			

This Agreement establishes the terms under which the undersigned Buyer will purchase from the named Seller/Installer certain equipment and Mississippi Valley Gas Company (hereinafter referred to as "Company") will advance, and pay in full, costs of such equipment to Seller/Installer and allow Buyer to reimburse Company such costs on an installment basis. The parties agree as follows:

B: EQUIPMENT DESCRIPTION AND COST

QUANTITY	DESCRIPTION	AMOUNT
1	75000 Furnace	
1	2 1/2 ton coil	
1	2 1/2 ton condenser	
	INSTALLATION	
	SUB-TOTAL	2050 00

D: TERMS OF PAYMENT

	AMOUNT
1. ITEMIZATION OF AMOUNT FINANCED A (SUB-TOTAL AT LEFT)	2050 00
B SALES TAX @ 7 % TAX CODE 5	143 50
C CASH PRICE	2193 50
D CASH DOWN PAYMENT	- 0 -
E UNPAID BALANCE OF CASH PRICE	2193 50
F SECURITY INTEREST RECORDING FEE PAID TO PUBLIC OFFICIAL	22 00
2 AMOUNT FINANCED - THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF	2215 50
3 FINANCE CHARGE - THE DOLLAR AMOUNT THE CREDIT WILL COST YOU	592 54
4 TOTAL OF PAYMENTS - THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED	2808 04
5 TOTAL SALE PRICE - THE TOTAL COST OF YOUR PURCHASE ON CREDIT, INCLUDING YOUR DOWN PAYMENT OF \$ 0	2808 04
ANNUAL PERCENTAGE RATE THE COST OF YOUR CREDIT AS A YEARLY RATE	9.75 %

FOR OFFICE USE ONLY  
C: Seller/Installer Name: McCullough's Heat & Air  
Address: 8271 Farmington DR  
City: Southaven MS Zip: 38671

Requested By: Patrick Hyle Date: 5/5/97  
Approved By: H.N. Jackson Date: 5/6/97  
Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
1420 500 VENDOR NO. 190485 2193 50

SECURITY: YOU ARE GIVING A SECURITY INTEREST IN  
☒ THE PURCHASED EQUIPMENT LOCATED AT  
☒ YOUR HOME AT Same as "A"

DESCRIPTION CODE	TOTAL NUMBER OF PAYMENTS	PAYMENTS BEGIN	FINANCE CHARGE INSTALLMENTS	MONTHLY PAYMENT AMOUNT
6 1	60	6 97	9 87	46 80

BUYER AGREES TO PAY THE "TOTAL OF PAYMENTS" SHOWN ABOVE IN 60 MONTHLY INSTALLMENTS AS FOLLOWS:  
59 PAYMENTS OF \$46.80 AND A FINAL PAYMENT OF \$46.84. THE FIRST INSTALLMENT BEING PAYABLE ON THE  
DATE OF THE BUYER'S FIRST REGULAR MONTHLY GAS BILL AFTER THE DATE OF THIS CONTRACT AND SUBSEQUENT PAYMENTS  
DUE VIA SUBSEQUENT AND CONSECUTIVE GAS SERVICE BILLS UNTIL PAID IN FULL.

The Parties further agree that the terms and conditions on the reverse side hereof shall govern this contract.

BUYER: [Signature] NAME: McCullough's Heat & Air  
S.S. # 413-15-5918 BY: Steve McCullough  
DATE: 5-2-97 TITLE: owner  
CO-BUYER: \_\_\_\_\_ DATE: 5-2-97  
S.S. #: \_\_\_\_\_  
DATE: \_\_\_\_\_

DATA PROCESSING - GENERAL ACCOUNTING

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

**NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION**

Seller/Installer shall invoice Company the amount identified in Section C of the contract. Company will not pay sales tax on Seller/Installer's behalf and any sales tax due shall be paid directly by Seller/Installer to the Mississippi State Tax Commission.

It is agreed that equipment and installation warranties, if any, are offered by the Seller/Installer and not by Company, and all such matters shall be addressed directly between the Buyer and the Seller/Installer. Buyer and Seller/Installer hereby release Company from any liability related to the sale, installation or the associated warranties.

1. Buyer hereby grants to Company a purchase money security interest under the Mississippi Uniform Commercial Code to secure the payment of the indebtedness evidenced above, and Buyer's performance of the items provided here in and to the equipment and the proceeds thereof. Buyer hereby assigns to Company monies payable under any property insurance required herein, including returned or unearned premiums, and Company is hereby authorized to receive and collect same, or settle any claim with respect thereto. Buyer further agrees that Company shall have the right to set off said balance against any funds due Buyer from Company should Buyer be in default hereunder.

2. **IT IS AGREED THAT THE EQUIPMENT SHALL REMAIN PERSONAL PROPERTY NOTWITHSTANDING THE MODE OF ITS ATTACHMENT TO REALTY OR OTHER PROPERTY.** This Security Agreement may cover goods that are to become fixtures and is to be filed for record in the real estate records. A copy of this Security Agreement may be filed in lieu of a UCC-1 Financing Statement pursuant to MCA 75-9-402(1)(5). Company and Seller/Installer claim a security interest in the equipment only and disclaim any related security interest in Buyer's principal dwelling unless a right of recision is given as required by law.

3. Buyer warrants and represents that Buyer is a residential or commercial customer of Company receiving gas service and holding legal title to the real property at the address where the equipment is installed. Buyer agrees that the equipment shall not be removed from the location where originally installed without Company's written consent. In the event the real property upon which the above described equipment is installed, is sold or otherwise transferred by Buyer to another person or entity, the Company shall be entitled to the immediate payment of the principal balance of indebtedness outstanding at the time of such sale or transfer. Buyer shall be considered in default if such balance is not paid within 30 days of such transfer. Buyer shall keep equipment in good repair and condition and insured against all perils.

4. Should the Buyer default in the payment of any installment hereunder for as long as 30 days after the same is due and payable, the Company may, at its option, declare all remaining installments immediately due and owing and may enforce collection in any lawful manner. As an additional remedy, and without impairing any other remedy it may have, the Company may enter upon Buyer's premises in any lawful manner and repossess any of said property for which payments are in default, and may sell the same at public or private sale or may retain the same in satisfaction of the debt. The proceeds of any such sale shall be applied first to the cost of repossession and sale, then to the balance due under this Contract, and the remainder, if any, shall be paid to Buyer.

5. In case of any default, the Buyer agrees to pay interest from the date of default at the annual percentage rate stated in the Contract, and all costs of collection, including a reasonable attorney's fee, whether or not suit is instituted. Presentment for payment, demand, notice of dishonor, protest, notice of protest, and any homestead or personal property exemption addressed by the laws of any state, are hereby waived by the Buyer. Failure by the holder hereof to exercise any option granted it hereunder, shall not constitute a waiver of future rights.

6. The entire agreement between the Buyer and Company is provided herein and any representations, warranties or agreements not contained herein, shall not obligate Company in any way. This agreement shall apply and be binding upon Buyer, his heirs, personal representatives, successors and assigns, but may not be assigned by Buyer without the written consent of Company. The Buyer has the right at any time to pay in advance the unpaid balance due under this Contract and shall be entitled to adjustments for finance charges not yet accrued.

**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT, OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THIS CONTRACT YOU SIGN.**

**BUYER ACKNOWLEDGES THAT BEFORE SIGNING, THE CONTRACT WAS COMPLETE AND ALL BLANKS WERE COMPLETELY FILLED IN. BUYER AUTHORIZES COMPANY TO CHECK HIS/HER CREDIT AND EMPLOYMENT HISTORY.**